IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

SECOND APPEAL NO.412 OF 2007
WITH
CIVIL APPLICATION NO.887 OF 2004
IN
SECOND APPEAL NO.412 OF 2007

Raghunath Haribhau Chavan .. Appellant.
Vs.
Khutubiddin Ramzan Fakir .. Respondent.

Mr.Ashok Chougule for the appellant/applicant.
Mr.G.M.Savagare for the respondent.

CORAM : D.B.BHOSALE, JJ.
DATED : 24TH JULY, 2007.

P.C.:

. Heard learned counsel for the appellant and respondent.

2. The learned counsel for the parties have tendered consent terms duly signed by them and their respective clients. The parties are present in the court. The consent terms are taken on record and marked ‘X’. As agreed by the parties in the consent terms both will be allowed to withdraw the amount as stated in paragraphs 2 and 3 of the consent terms from the amount of Rs.21,483/- deposited by the appellant in the trial Court in pursuance of the order passed by this court dated 25.6.2004. The learned counsel for the parties do not know whether

the amount deposited by the appellant in pursuance of the order of this court has been invested in the fixed deposit. The learned counsel for the appellant fairly stated that interest, if any, accrued on the amount deposited shall be donated to the library of the Bar Association, Ichalkaranji. His statement is accepted. The second appeal, accordingly, stands disposed of in terms of the consent terms. The decree be drawn up accordingly. Consequently, civil application is also disposed of.

(D.B.BHOSALE, J.)